



DETROIT PUBLIC LIBRARY

**INVITATION FOR BID
FOUNDATION LEAK REPAIR AT REDFORD BRANCH LIBRARY**

Bid Submitted by:

**IFB-LD-2135
Date of Issue: June 01, 2022
Bid Due Date: June 17, 2022 @ 2:00 pm**



IFB-LD-2135

The Detroit Public Library is requesting sealed bids from qualified bidders to provide ***FOUNDATION LEAK REPAIR AT REDFORD BRANCH LIBRARY.***

Bids are to be addressed and submitted electronically via www.Bidnet.com, in accordance with the bid instructions and all other requirements as referenced in this document. Bids will be received until ***June 17, 2022 @ 2:00 pm***, local time, after which no other bids will be accepted. The Procurement Department will publicly record all bids at that time. No other public disclosure will be made until after award of contract.

INSTRUCTIONS TO BIDDERS

1. Firms responding to this Invitation for Bid ("IFB") shall submit their bids in the overall format as outlined in this solicitation.
2. Bidders shall submit **one original copy**, electronically, identifying the response as follows:

- Bid Title: **FOUNDATION LEAK REPAIR AT REDFORD BRANCH LIBRARY**
- IFB-LD-2135: IFB-LD-2135
- Bid Due Date: **June 17, 2022 @ 2:00 pm**
- Company's name and address

Bid must be signed to be acceptable

No telephone, electronic, or facsimile bids will be considered unless otherwise stated within this document.

3. There will be an optional pre-bid conference and walk through held, as follows:

**FOUNDATION LEAK REPAIR AT REDFORD BRANCH LIBRARY
IFB Pre-Bid Meeting**

Time: June 09, 2022 9:00 AM Eastern Time (US and Canada)

Location: Detroit Public Library Redford Branch 21200 Grand River Ave, Detroit, MI 48219

4. **Late Bids will not be accepted or considered.** It is the responsibility of the Proposer to ensure that the bid is uploaded electronically prior to the date and time indicated. Telephone quotes will not be accepted. Time and date validation will occur in the Bidnet system and bids cannot be uploaded after the deadline.
5. **VENDOR CHANGES OR ALTERATIONS TO BID DOCUMENTS INCLUDING SPECIFICATIONS MAY RESULT IN A BID BEING CONSIDERED NON-RESPONSIVE.** The only authorized vendor changes to a bid document will be in the areas provided for a bidder's response, including the "Exceptions" section of the bid proposal. If a change or alteration to the documents is undetected and the bidder is awarded a contract, the original terms, conditions, and specifications in the Authorized Version of the bid document will be applicable during the term of the contract. The

Detroit Public Library shall accept NO CHANGES to the bid document made by the Vendor unless those changes are set out in the “Exceptions” provision of the Authorized Version of the bid document. It is the Vendor’s responsibility to acquire knowledge of any changes, modifications or additions to the Authorized Version of the bid document. Any Vendor who submits a bid and later claims it had no knowledge of any changes, modifications or additions made by the Detroit Public Library to the Authorized Version of the bid document, shall be bound by the bid, including any changes, modifications or additions to the Authorized Version. If a bid is awarded to a Vendor who claims that it had no knowledge of the changes, modifications or additions made by the Detroit Public Library to the Authorized Version of the bid, and that Vendor fails to accept the bid award, the Detroit Public Library may pursue costs and expenses to re-bid the item from that Vendor.

The Authorized Version of the bid document shall be that bid document appearing on the MITN website with any amendments and updates. The Detroit Public Library officially distributes bid documents from the Procurement Department or through the Michigan Intergovernmental Trade Network (MITN) website. Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid documents from either the Procurement Department or the MITN website are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the sources indicated, it is recommended that you register on the MITN website, www.bidnetdirect.com and obtain an official copy.

6. Bids must be dated and signed by a duly authorized partner or corporate officer, with that person’s name and title clearly identified. No bid shall be withdrawn for ninety (90) days from submission deadline unless otherwise stated in the bid document.
7. The Detroit Public Library reserves the right to:
 - a. Reject any and all bids received as a result of this IFB.
 - b. Waive or decline to waive any informalities and any irregularities in any bid received.
8. The selected vendor will be required to assume responsibility for all goods and services offered in the bid, whether or not the bidder produces them. Further, the selected vendor shall be the sole point of contact and responsibility with regard to all contractual matters, including payment of any and all charges resulting from the contract. All bids and other materials submitted shall become the property of the Detroit Public Library.
9. All changes in the IFB documents shall be through written addendum and furnished to all bidders. Verbal information obtained otherwise will not be considered in awarding of the bid.

10. Public Recording

A virtual meeting has been established for any prospective proposers that may be interested in the public recording of bids for the Detroit Public Library. Please see the following link for the public recording of the bids:

Topic: PUBLIC RECORDING IFB-LD-2135 Foundation Leak Repair at Redford Branch Library

Time: Jun 17, 2022 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/8591230092>

Meeting ID: 859 1230 0921

One tap mobile

+19292056099,,85912300921# US (New York)

+13017158592,,85912300921# US (Washington DC)

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 859 1230 0921

Find your local number: <https://us06web.zoom.us/u/kmhqT3uld>

11. Timeline

Procurement Timeline

Activity	Due Date
IFB posted publicly	June 01, 2022
Mandatory Pre-Bid & job site walkthrough	June 09, 2022 @ 9:00 am
Supplier Clarification Questions Due	June 10, 2022 @ 3:00 pm
DPL response to Questions due date	June 14, 2022 @ 3:00 pm
Bids Due	June 17, 2022 @ 2:00 pm
Commission Approval of Award Recommendation	N/A
Contracting and Project Implementation	TBD



**Invitation for Bid
FOUNDATION LEAK REPAIR AT REDFORD BRANCH LIBRARY**

1. INTRODUCTION

Detroit Public Library (DPL) requests bids from qualified firms to provide repairs to waterproof the southeast area of the Redford Branch from the surface down (ground level block meets the foundation).

2. MINIMUM QUALIFICATIONS

Proposals will only be accepted from those firms demonstrating a minimum of five years (5) years of experience providing the equipment requested in the RFP for projects of similar scope and size.

3. ADHERENCE TO TERMS

A proposal once accepted by the Library, may become a binding contractual obligation of the respondent. The failure of a successful respondent to accept this obligation and to adhere to the terms of the respondent's proposal may result in rejection of the proposal and the cancellation of any provisional award to the respondent.

4. REJECTION OF PROPOSALS

The Library expressly reserves the right to reject any and all proposals, waive any non-conformity, re-advertise for proposals, to withhold the award for any reason the Library determines and/or to take any other appropriate action that is in the best interest of the Library.

5. AWARD CLAUSE INCLUDING RENEWAL OPTIONS

If a contract is awarded as a result of this RFP it will be a Detroit Public Library Professional Services Contract. Any renewal option exercised under this contract is effective only after the approval of the Detroit Library Commission and the Chief Financial Officer. The Library anticipates a single award as a result of this RFP.

6. OPERATIONAL INFORMATION

The respondent is expected to provide service in accordance with the terms of the executed contract and under the rules, regulations, and supervision of the Library.

7. SCOPE

Possible remedy:

- Remove approximately 32' x 6' of sidewalk
- Excavate to expose area for waterproofing
- Waterproof from SE door to NE corner of building and approx. 2" above sidewalk down to existing waterproofing
- Lease exposed for curing time then backfill with soil that was removed then compact
- Pour new sidewalk and pitch away from building
- Remove existing tree and stump, haul away debris
- Add topsoil to correct grade, seed and straw area

Standard Work hours will be Monday – Friday eight (8) hour per day with a starting time of 8:00 am to 4:00 pm. This time is flexible.

The Contractor will be responsible for all work, unless specifically excluded, necessary to result in a complete and fully finished project.

All work shall be in strict accord with the state of Michigan Code, as enforced by the City of Detroit.

8. OPTIONAL WALK-THRU

There will be an optional walk through held on **June 09, 2022 @ 9:00 am** following the conclusion of the mandatory pre-bid meeting. The walk thru will be held at Detroit Public Library, Redford Branch, 21200 Grand River Avenue Detroit, MI 48219

9. AWARD

The Library reserves the right to accept or reject any and all quotes, to make a partial award, or to make a multiple Contractor award. The acceptance or rejection of any or all quotes and the making of an award or a partial award will be at the sole discretion of the Library. The Library reserves the right to request additional information. The contract shall be awarded to the lowest, responsive, responsible bidder or bidders as determined by the Library.

10. CLARIFICATION OF QUOTES

The Library reserves the right to obtain clarification of any point in the quote or to obtain additional information necessary to properly evaluate a particular quote. Failure of a Contractor to respond to such a request for additional information or clarification could result in rejection of the quote.

11. ACCEPTANCE OF IFB TERMS

A quote submitted in response to this IFB shall constitute a binding offer. The contractor

shall identify clearly and thoroughly any variation between its offer and this IFB. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance. Contractor's authorized representative may withdraw quotes only by written request received before the quote due date.

12. PAYMENT TERMS

Payment will not be authorized until a final inspection and approval has been completed. Additionally, all invoices shall be submitted electronically to accountspayable@detroitpubliclibrary.org. All invoices shall be clearly legible and contain the following information:

1. Company Name, Address and Phone Number
2. Unique Invoice Number
3. Accurate Item Description
4. Quantity
5. Unit Price
6. Net total cost, after any applied discount
7. Purchase Order Number
8. Date and Location of Delivery

It is the responsibility of the successful bidder to submit a properly completed invoice. Failure to submit a proper invoice will result in delay of payment.

13. QUESTIONS

Upon release of this IFB, all proposer communications concerning the solicitation should be directed to the Library's Procurement Manager listed below via www.bidnetdirect.com. Unauthorized contact regarding this RFP with any other Library employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the Library. Service Providers should rely only on written statements issued by the Library's Procurement Manager.

The Library's Procurement Manager for this project is:

Name: Leiann Day

Address: Detroit Public Library, 5201 Woodward Detroit, MI 48202

Email: lday@detroitpubliclibrary.org

14. CONTRACT APPROVAL

Upon contract award, the Library and the respondent shall execute a Professional Services Contract, which shall contain all contractual terms and conditions in a form provided by the Library. No contract shall become effective until the contract has been approved by the required Library Departments and Detroit Library Commission and signed by the Library's

Chief Financial Officer. Prior to the completion of this approval process, the respondent shall have no authority to begin work under the contract. The Chief Financial Officer shall not authorize any payments to the respondent prior to such approvals; nor shall the Library incur any liability to reimburse the respondent regarding any expenditure for the purchase of materials or the payment of services.

15. REQUIRED SUBMITTAL INSTRUCTIONS

All proposals must be submitted through www.bidnetdirect.com. Each respondent is responsible for ensuring that its proposal is received by the Library on a timely basis. Faxed or mailed proposals will not be accepted. Firms shall not distribute their proposals to any other Library office or Library employee. Proposals received become the property of the Library. The Library is not responsible for any costs associated with preparation or submission of proposals. All proposals submitted by the due date will be recorded in the Oracle System. Responses received will not be available for review. Proposals received will be subject to disclosure under applicable Freedom of Information Act. An officer of the company authorized to bind the company to a contractual obligation with the Library must sign the proposals. The contact person regarding the proposal should also be specified by name, title, and phone number. The successful respondent will receive an award letter. Respondents who are not awarded will receive a notification that the award decision has been made. Respondents are advised that no oral interpretation, information or instruction by an officer or employee of the Library shall be binding upon Detroit Public Library.

16. ASSIGNMENT

The services to be performed by the respondent shall not be assigned, sublet, or transferred, nor shall the respondent assign any monies due or to become due to him under any contract entered into with the Library pursuant to these specifications, without prior written approval of the Library.

17. MISCELLANEOUS

It shall be the responsibility of the respondent to thoroughly familiarize themselves with the provisions of these requirements. After executing the contract, no consideration will be given to any claim of misunderstanding.

The respondent agrees to abide by the rules and regulations as prescribed herein by the Library as the same now exists or may hereafter from time-to-time be changed in writing.

18. MODIFICATION OF SERVICES AFTER CONTRACT APPROVAL

The Library reserves the right to modify the services provided by the respondent awarded a contract. Any modification and resulting changes in pricing shall be made by amendment to the contract by the respondent and the Library.

19. CHANGES IN FACTS

Proposers shall advise the Library during the time the Proposal is open for consideration of any changes in the principal officers, organization, financial ability of, or any other facts presented in the proposal with respect to the proposer or the proposal immediately upon occurrence.

20. CONFIDENTIALITY OF PROPOSALS

Proposals shall be opened with reasonable precautions to avoid disclosure of contents to competing offers during the process of evaluation. Once proposals have been publicly recorded they are subject disclosure as per the requirements of the Michigan Freedom of Information Act.

21. NEWS RELEASE

News releases pertaining to these proposal specifications or the provisions to which they relate shall not be made without prior approval of the Library.

22. CHANGES IN PROPOSAL REQUIREMENTS

The Library may make changes to the requirements of this RFP, as it deems necessary. Respondents will be notified by email if any changes are made to the RFP. If changes are made, the Library may, at its discretion, extend the time allowed for submission of proposals.

REFERENCES

Each company shall provide evidence of experience, any required licenses, and list of equipment required to provide the requested services (in an attachment). Also, please provide three (3) references for projects of a similar size and scope as that of the Library.

REFERENCE #1	
COMPANY NAME	
CONTACT PERSON	
ADDRESS	
PHONE NUMBER	
EMAIL	
YEARS OF EXPERIENCE	

REFERENCE #2	
COMPANY NAME	
CONTACT PERSON	
ADDRESS	
PHONE NUMBER	
EMAIL ADDRESS	
YEARS OF SERVICE	

REFERENCE #3	
COMPANY NAME	
CONTACT PERSON	
ADDRESS	
PHONE NUMBER	
EMAIL ADDRESS	
YEARS OF SERVICE	

Attachment
NON-COLLUSION AFFIDAVIT

IFB Number: _____ Description: _____

I state that I am _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my Firm, its Owner, Directors, and Officers. I am the person responsible in my firm for the price(s) and the amount of the bid.

I state that:

1. The price(s) and the amounts of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of the bid, and either the approximate price(s) or the approximate amount of the bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or noncompetitive bid.
5. _____, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

—

—

SIGNATURE OF PERSON SUBMITTING BID

BID NOTARY'S SIGNATURE

Subscribed and sworn to before me this _____ day of _____, 20__ in and for _____ County.

My commission expires: _____



Statement of No Proposal

Note: If you do not intend to submit a proposal on this commodity or service, please return this form immediately.

The Purchasing Department of the Detroit Public Library wishes to keep its vendors' list file up-to-date. If, for any reason, you cannot supply the commodity/service noted on the attached solicitation, please complete this form and return to: Detroit Public Library, Procurement Department at 5201 Woodward Avenue, Detroit, Michigan, 48202, to remain on the particular vendor list for future projects of this type.

PLEASE COMPLETE AND RETURN

We the undersigned have declined to submit on this proposal for the following reasons:

- ☐ Specifications to "tight" i.e. geared toward one brand or service (explain below).
- ☐ Specifications are unclear (explain below).
- ☐ We are unable to meet specifications.
- ☐ Our schedule would not permit us to perform
- ☐ Insufficient time to respond to RFP/IFB.
- ☐ We were unable to meet bond requirements.
- ☐ We were unable to meet insurance requirements.
- ☐ We are not able to offer this product or service.
- ☐ Please remove us from your vendor list (explain why below).
- ☐ Other (specify below).

Remarks:

Signed: _____ Title: _____

Firm: _____

Address _____
(Street) (City) (State) (Zip)

Phone: (____) _____ Fax: (____) _____



CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective company certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
 2. Have not, within the three-year period preceding, had one or more public transactions (federal, state or local) terminated for cause or default; and
 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state or local), or a procurement contract under such a public transaction;
 - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- I understand that a false statement on this certification may be grounds for rejection of this proposal/bid or the termination of award.

☐ I am able to certify to the above statements:

Company Name

Name and Title of Authorized Representative – Print

Signature of Authorized Representative

Date

☐ I am unable to certify to the above statements (See Attached Explanation).

Certificate of Insurance

- I. The Detroit Public Library has specific certificate of insurance requirements. The Contractor shall maintain at its expense during the term of this contract, the following insurance:
 - A. Worker's Compensation insurance with Michigan statutory limits and Employer's Liability insurance with minimum limits of \$500,000.00 each accident, \$500,000.00 each disease, \$500,000.00 each disease/each employee.
 - B. Commercial General Liability insurance with a combined single limits of \$1,000,000.00 per occurrence subject to a minimum aggregate limit of \$2,000,000.00
 - C. Automobile Liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability insurance with a minimum combined single limit of \$1,000,000.00. Include MCS90 endorsement (if hazardous waste will be transported by supplier's auto) with minimum property damage limits of \$1,000,000.00 each occurrence.
- II. If during the term of this contract, changed conditions or other pertinent factors, should in the reasonable judgment of the Detroit Public Library, render inadequate the insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be affected at the contractor's expense, under valid and enforceable policies.
- III. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice to the Detroit Public Library.

The Commercial General Liability insurance policy shall name the Detroit Public Library as an additional insured. Certificates of insurance evidencing such coverage shall be submitted to the Business Office, Procurement Department, prior to the commencement of performance under this contract and at least fifteen (15) days prior to the expiration dates.

SIGNATURE PAGE

Prices quoted shall remain firm for 90 days or bid award whichever comes first, except the successful bidder(s), whose prices shall remain firm for the entire period of performance.

NOTE: The undersigned has checked the bid figures carefully and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued.

COMPANY NAME: _____

ADDRESS: _____

TAX ID: _____ *City* *State* *Zip*

TELEPHONE NUMBER: (____) _____ FAX NUMBER: (____) _____

E-MAIL ADDRESS: _____

PAYMENT TERMS: _____

WARRANTY: _____

ACKNOWLEDGEMENT:

I, _____, certify that I have read the INSTRUCTION TO BIDDERS and that the bid proposal documents contained herein were obtained directly from the Detroit Public Library or MITN website, www.bidnetdirect.com, and is an official copy of the Authorized Version.

COMPANY REPRESENTATIVE'S NAME:

(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:

(Signature) (Date)

VENDOR NAME _____

GENERAL CONTRACT - PROPOSAL FORM

Sealed proposals for lump-sum General Contract will be received **by electronic submission until June 17, 2022** until 2:00 p.m. (local time). Proposals are to be addressed and submitted electronically via www.Bidnet.com.

OWNER: Detroit Public Library Commission

PROJECT: Foundation Leak Repair at Redford Branch Library

PROJECT NO.: IFB-LD-2135

PROJECT TYPE: Waterproofing

BASE PROPOSAL:

The undersigned agrees to enter into an Agreement to complete the entire work of the **Foundation Leak Repair at Redford Branch Library** project (IFB-LD-2135) in accordance with the Bidding Documents for the following amounts:

TOTAL: _____ \$ _____ Dollars

CONTRACT CHANGE The undersigned agrees to the following pricing formula and rates

ORDERS: for changes in the contract work:

Where changed Work is performed, the Contractor may add to the total estimated actual cost for such Work no more than ten (10%) for subcontractor mark-up and seven and one-half percent (7.5%) for self-performed trade work for profit, overhead, insurance, taxes, indirect supervision, & bonds.

Within 14 days of the project's contract execution Contractor shall provide to the Owner; Subcontractor's hourly labor rate breakdown details.

TIME OF COMPLETION:

The Contract is expected to be fully executed on or about 10 calendar days after successful bidder qualification and recommendation of award has been approved. The undersigned agrees to start construction **immediately after** receipt of a fully executed contract or purchase order.